

Qwest
1801 California St.
Suite 900
Denver, Colorado 80202

NEW APPLICATION
ORIGINAL Qwest
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Spirit of Service®

May 27, 2009

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Docket Control
Arizona Corporation Commission
1200 W. Washington Street
Phoenix, Arizona 85007

AZ CORP COM. 1200 W.
DOCKET CONTROL

T-01051B-09-0267

Dear Sir or Madam:

This filing is being made on behalf of Qwest Corporation (QC), Entity Code T-01051B.

Enclosed for filing with the Commission is an original plus thirteen (13) copies of a filing to add a new service, QWave, to Qwest's Competitive Private Line Transport Services Price Cap Tariff.

QWave is a circuit-based service, utilizing Dense Wave Division Multiplexing (DWDM) technology to provide dedicated, point-to-point bandwidth on a common Qwest infrastructure. As part of this filing Qwest is also adding language under the General Regulations section of the Tariff to allow the offering of individualized arrangements on a case-by-case basis where necessary to meet prices, terms or conditions of service offered to its customers by competitors.

Qwest respectfully requests that these proposed changes become effective July 20, 2009.

Acknowledgment and date of receipt of this transmittal are requested. A duplicate letter and self-addressed, stamped envelope are attached for this purpose. If you have any questions regarding this filing, please contact me directly.

Sincerely,

Mark Brinton
Regulatory Support Manager
Office: (303) 383-6659
Fax: (303) 383-6667
e-mail: Mark.Brinton@Qwest.com

Attachments

Arizona Corporation Commission
DOCKETED
MAY 28 2009

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2. GENERAL REGULATIONS

2.6 DEFINITIONS (Cont'd)

Singing Return Loss

Denotes the frequency weighted measure of return loss at the edges of the Voice Grade (200 to 500 Hz and 2500 to 3200 Hz), where singing (instability) problems are most likely to occur.

Studio

Denotes the term as used in connection with Audio Service to indicate the fixed premises of a customer at which (1) program material regularly originates or (2) program material is received for transmission and at which location amplifier-distributor equipment is provided by the customer. The term "Studio" also indicates premises at which personnel of the customer are present, or in lieu of personnel, the customer provides supervision and control equipment.

Termination Liability

Denotes a specified financial obligation assumed by the customer, to protect the Company's unrecoverable investment over a specified period of time. The maximum amount of liability is reduced each month during the life of the agreement, and is billed to the customer only if the agreement is terminated or modified.

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Transmission Path

Denotes a path capable of transmitting signals within the range of the service offering, e.g., a Voice Grade transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz. A transmission path is comprised of physical or derived channels consisting of any form or configuration of facilities typically used in the telecommunications industry.

Transport Mileage

Denotes that portion of a Private Line Transport Service which connects two wire centers.

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2. GENERAL REGULATIONS

2.7. INDIVIDUAL CASE BASIS

The Company may offer individualized arrangements on a case-by-case basis where necessary to meet prices, terms or conditions of service offered to its customers by competitors.

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4. ORDER MODIFICATIONS AND MISCELLANEOUS CHARGES

4.1 GENERAL

4.1.3 CANCELLATION OF APPLICATION FOR SERVICE (Cont'd)

C. The Critical Dates monitored by the Company for the purpose of calculating a Cancellation Charge are as follows:

- Application Date (APP): The date the customer provides a firm commitment and sufficient information to the Company for order placement. The APP Date is the date the Company enters the order into the Company's order distribution system(s). This is sometimes referred to as the order date.
- Design Layout Report Date (DLRD): The date the Design Layout Report which contains the design for the service(s) ordered is forwarded to the customer.
- Plant Test Date (PTD): The date acceptance testing is performed with the customer.
- Service Date (DD): The date the service is due to be made available to the customer. This is sometimes referred to as the Due Date.

D. The percentage of the total provisioning cost incurred by the Company at a particular Critical Date varies by the type of service as shown in E., following.

When a customer cancels an order, or part of an order, before the Service Date, the Company will calculate the Cancellation Charge by multiplying all the nonrecurring charges associated with the order, or that part of the order being canceled, by the percentage shown in E., following, based on the last monitored Critical Date which has occurred on the order. When a customer cancels an order, or part of an order, on or after the Service Date, 100% of the nonrecurring charges plus minimum billing period charges apply.

Nonrecurring charges associated with an order are used to calculate the Cancellation Charge even when nonrecurring charges are waived.

SHNS rate elements without nonrecurring charges will be assessed Cancellation Charges based on all unrecoverable costs incurred by the Company in association with the service order, up to and including the time of cancellation. Unrecoverable costs are those costs for which the Company has no foreseeable use should the service be terminated. In addition, the Cancellation Charge will include the sum of the twelve month minimum service period for those rate elements without nonrecurring charges based on the fixed period of the customer's Pricing Plan commitment.

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Analog Service and DIGICOM I and II orders where the Network Access Channel recurring rate element is not billed, will be assessed a Cancellation Charge based on the equivalent of one Channel Performance nonrecurring charge for the service.

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4. ORDER MODIFICATIONS AND MISCELLANEOUS CHARGES

4.1 GENERAL

4.1.3 CANCELLATION OF APPLICATION FOR SERVICE (Cont'd)

- F. When a customer cancels an order for the discontinuance of service, no charges apply for the cancellation.
- G. If the Company misses a service date due to circumstances over which it has direct control (excluding, e.g., acts of God, governmental requirements, work stoppages and civil commotions), the customer may cancel an order without incurring cancellation charges.
- H. A request for cancellation after completion of an installation will be treated as a termination of service.
- I. GeoMax and QWave will be assessed Cancellation Charges based on all unrecoverable costs incurred by the Company in association with the service order, from the Application Date (APP) to the date the order is cancelled. In addition when the cancellation takes place on or after the Design Layout Report Date (DLRD), the Cancellation Charges will include the sum of the twelve month minimum service period for rate elements billed on the customer's respective Fixed Period Service Rate Plan.

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5. SERVICES

5.1 GENERAL

5.1.1 SERVICE TYPES (Cont'd)

Digital Data Service

A channel for the digital transmission of synchronous serial data at rates of 2.4, 4.8, 9.6, 19.2, 56 and 64 kbps. Subrated DS0 is also available.

Simultaneous Voice Data Service (SVDS)

A data channel derived from a voice service that allows for the simultaneous transmission of voice and digital data signals over a shared exchange access line or network access channel facility.

US WEST DS1

A channel for point to point two-way transmission at a speed of 1.544 Mbps per second.

US WEST DS3

A channel for point to point, two-way high speed digital transmission at speeds of 45 Mbps.

Self-Healing Network Service (SHNS)

A service designed to provide high capacity digital services, connecting multiple customer locations and a Company wire center, which automatically detects a failure anywhere within its network, and reconfigures itself around the point of failure, to insure a near continuous flow of information within the survivable network.

GeoMax Service

A service that provides a high speed, multi-protocol, dedicated fiber optic connection between customer locations, with a total transport capacity of either 80 Gbps for a protected system or 160 Gbps for an unprotected system.

QWave Service

QWave is a circuit-based service, utilizing shared Dense Wave Division Multiplexing (DWDM) technology to provide dedicated, point-to-point bandwidth on a common Qwest infrastructure.

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5. SERVICES

5.2 SERVICE DESCRIPTIONS (Cont'd)

5.2.18 QWAVE SERVICE

A. Basic Service Description

QWave is a circuit-based service, utilizing shared Dense Wave Division Multiplexing (DWDM) technology to provide dedicated, point-to-point bandwidth on a common Qwest infrastructure. This service is available on two different circuit configurations from the customer premises to a Company wire center(s). The two circuit configurations that apply to QWave are:

- Configuration 1: Single unprotected fiber circuit terminating at the customers premises on a Fiber Distribution Panel.
- Configuration 2: Dual unprotected fiber circuit terminating at the customers premises on a Fiber Distribution Panel. This design includes both a working circuit and an alternate circuit.

B. Technical Specifications

QWave technical parameters are delineated in Qwest Corporation Technical Publication PUB 77412.

C. Rate Elements

The basic rate elements that apply to QWave are:

- Optical Channel
- Central Office Optical Termination
- Transport Channel

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5. SERVICES

5.2 SERVICE DESCRIPTIONS

5.2.18 QWAVE SERVICE (Cont'd)

D. Availability

1. QWave contemplates the use of existing facilities. There may be occasions when QWave is not available due to facilities limitations, or when it may be necessary to construct facilities. Where suitable facilities are unavailable for provisioning service, special construction of the facilities may be necessary and will be charged for as specified in 4.1.6, preceding.
2. QWave may connect to the following Company provided services: SST, GeoMax, SHNS and MOE. In order to connect to a QWave Circuit these services must be located in the same Company wire center.

E. Rate Categories

The basic rate categories that apply to QWave are:

1. The Optical Channel is a two or four fiber handoff that provides a fiber facility between customer premises and the wire center of that premises. Included as part of the Optical Channel is an interface which defines the technical characteristics associated with the facility.
2. The Central Office Optical Termination is an interface located in the Company central office (wire center) that allows QWave to connect to the following Company services: SST, GeoMax, SHNS and MOE.
3. Transport Channel is a mileage rate category that provides for the transmission of facilities between two Company wire centers. Mileage will only apply if more than one Company wire center makes up the QWave circuit. The mileage application will be determined by the air line miles between each of the wire centers and calculated on a V and H basis.

(M) Material moved to Page 123.

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5. SERVICES

5.2 SERVICE DESCRIPTIONS

5.2.18 QWAVE SERVICE

E. Rate Categories (Cont'd)

Optical Channel and Central Office Optical Termination Categories are available in the following interfaces/bandwidths:

- 10 Gbit LAN Channel,
 - Unprotected
 - Unprotected Dual
- 10 Gbit WAN Channel,
 - Unprotected
 - Unprotected Dual
- Gbit Ethernet Channel,
 - Unprotected
 - Unprotected Dual
- Fast Ethernet Channel,
 - Unprotected
 - Unprotected Dual
- OC3 Channel,
 - Unprotected
 - Unprotected Dual
- OC12 Channel,
 - Unprotected
 - Unprotected Dual
- OC48 Channel,
 - Unprotected
 - Unprotected Dual
- OC192 Channel,
 - Unprotected
 - Unprotected Dual

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5. SERVICES

5.2 SERVICE DESCRIPTIONS

5.2.18 QWAVE SERVICE

E. Rate Categories

Optical Channel and Central Office Optical Termination Categories are available in the following interfaces/bandwidths: (Cont'd)

- OC768 Channel,
 - Unprotected
 - Unprotected Dual
- 1.062 Gbit FICON,
 - Unprotected
 - Unprotected Dual
- 2.125 Gbit FICON,
 - Unprotected
 - Unprotected Dual
- 1.062 Gbit Fibre Channel,
 - Unprotected
 - Unprotected Dual
- 2.125 Gbit Fibre Channel,
 - Unprotected
 - Unprotected Dual
- 4 Gbit Fibre Channel,
 - Unprotected
 - Unprotected Dual
- 10 Gbit Fibre Channel,
 - Unprotected
 - Unprotected Dual

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5. SERVICES

5.2 SERVICE DESCRIPTIONS

5.2.18 QWAVE SERVICE (Cont'd)

F. Obligations of the Customer

1. The customer shall provide immediate access to Company equipment by authorized Company personnel 24 hours a day, 7 days a week for restoration of service, response to equipment failure, or maintenance of service. (N)
2. All operations at the customers premises will be performed at the expense of the customer and must conform to rules and regulations adopted by the Company to maintain a proper standard of service. Included in the aforementioned expenses would be structural work required for supporting telecommunications facilities.
3. The customer is required to provide adequate building space, lighting and atmospheric control (humidity, temperature and ventilation) for proper installation, operation and maintenance of Company equipment and facilities on the customer premises.

G. Installation Guarantee

The Company guarantees 100% on-time provisioning of all new QWave circuits based on the agreed date between the customer and the Company. If the agreed-on due date is missed, the Company will credit the customer 50% of the nonrecurring rate(s) on all affected ports.

H. Service Guarantee

Credit allowance will apply when the customer experiences a service interruption as follows:

- The customer will receive service credit on the billing cycle following the service interruption and completion of the Company's verification process.
- A service credit will not be given when network failure(s) and/or outage(s) is associated with Company equipment and does not result in customer downtime or performance degradation. (N)

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5. SERVICES

5.2 SERVICE DESCRIPTIONS

5.2.18 QWAVE SERVICE

H. Service Guarantee (Cont'd)

1. Customer Notification

The Company must notify the customer of a service outage or a service degradation within 20 minutes. The notification will be based on the alarms received by the Company's Network Operations Center (NOC). When failure to notify the customer within 20 minutes results in downtime, the customer will receive credit for one day of the monthly rate for all impacted portion of the circuit.

2. Mean Time to Repair (MTTR)

This is the time it takes the Company to restore service. The time starts either when the Company detects the problem or when the customer reports the problem to the Company. Service will be restored within 8 hours on fiber and 4 hours on the equipment.

2. Availability

This is the amount of time service is available to support customer traffic. The Company will coordinate maintenance time and planned outages with the customer, these events will be scheduled outside the availability time. The network is considered unavailable when the service is not ready to support customer traffic or anytime an out of service occurs. Availability is calculated based on the customer's billing cycle. If guaranteed availability is not met, the service credits will apply, per affected circuit, based on the monthly rate elements effected by the outage, as follows:

- Unprotected

If availability is less than 99.90% Credit = 50% Monthly Charges

- Unprotected Dual

If availability is less than 99.95% Credit = 50% Monthly Charges

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5. SERVICES

5.2 SERVICE DESCRIPTIONS

5.2.18 QWAVE SERVICE (Cont'd)

I. Pricing Plans

The customer must initially subscribe to a term plan of 12-, 24-, 36- or 60-month fixed period service pricing plans. The customer must specify the length of a fixed period service pricing plan at the time the service is ordered. The minimum service period for all QWave circuit fixed period service pricing plans is 12 months. QWave customers with pricing plans will not receive Company-initiated rate increases during the fixed period.

Upon completion of a fixed period service pricing plan, the customer's service will automatically revert to the Month-to-Month Plan. Service provided under a Month-to-Month Plan cannot be added to or changed only upgraded to a term plan of 12-, 24-, 36- or 60-months or disconnected.

J. Termination Liability/Waiver Policy

Termination Liability/Waiver Policy for QWave will apply as set forth in 2.4.7, preceding:

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5. SERVICES

5.3 CUSTOM SERVICE ARRANGEMENTS

(M)

Rates and charges for Private Line Transport Service provided as custom ICBs are filed as follows:

| | USAC | NONRECURRING CHARGE | MONTHLY RATE |
|--|-------|------------------------|-----------------|
| • Special Conditioning for JHF control circuits, each Eng. FA7419 | #DHFX | \$ 645.54 | \$14.16 |
| • Mileage charge for extension line service, direct-routed between two customer premises PBX service, each circuit Eng. not available | #DMC7 | — | 11.64 |
| • Digital Interface Common Equipment for 24 channels terminating on NI (Exch. Svc). Eng. generic per S. Rick | #DMFS | 2,045.00 | 67.75 |
| • Digital Interface per channel terminating on NI Exch. Svc). Eng. generic per S. Rick | #DMFT | 30.00 | 4.00 |
| • Digital Interface per channel terminating on NI WATS). Eng. generic per S. Rick | #DMFV | 30.00 | 3.20 |

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5. SERVICES

5.4 LARGE USER DISCOUNT - ANALOG DATA SERVICES

(M)

A. Description

Large user discount contracts provide a volume discount for customers whose monthly billing for analog data private line services is \$5,000 or more.

B. Terms and Conditions

1. Terms, conditions, rates and charges for services described elsewhere in the Company's tariffs are in addition to the large user discount provisions.
2. The percentage of the large user discount will be in relation to the term of the contract. The maximum discount shall not exceed 15%. The Network Access Channel (NAC) will not be discounted.
3. The service periods and discounts for the large user discount are:

| SERVICE PERIOD | DISCOUNT |
|---------------------|----------|
| • 12 to 35 months | 3% |
| • 36 to 59 months | 10% |
| • 60 or more months | 15% |

4. The rates and charges which result from provision of the large user discount will cover the cost of the discounted service and provide a contribution.

(M)

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6. RATES AND CHARGES

6.2 SERVICE OFFERINGS (Cont'd)

6.2.19 QWAVE SERVICE

The rates and charges for QWave Service are developed on an individual case basis (ICB), and will be specified in the Service Agreement.

(N)
|
(N)